

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

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IN RE: Kenneth Patrick Ray aka Kenneth P Ray  
Debtor(s)

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M&T BANK

Movant

v.

Kenneth Patrick Ray aka Kenneth P Ray  
Debtor(s)

and

Kara Katherine Gendron

Trustee

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BK. NO. 22-00036 HWV

CHAPTER 7

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Date: March 30, 2022

/s/ Rebecca A. Solarz, Esq.

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Rebecca A. Solarz, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**IN RE: Kenneth Patrick Ray aka Kenneth P Ray**  
**Debtor(s)**

**CHAPTER 7**

**M&T BANK**

**Movant**

**vs.**

**NO. 22-00036 HWV**

**Kenneth Patrick Ray aka Kenneth P Ray**  
**Debtor(s)**

**Kara Katherine Gendron**

**Trustee**

**11 U.S.C. Section 362**

**MOTION OF M&T BANK**  
**FOR RELIEF FROM THE AUTOMATIC STAY**  
**UNDER SECTION 362**

1. The Movant is M&T BANK.
2. The Debtor(s) is/are the owner(s) of the premises 11734 Ridge Road, Greencastle, PA 17225, hereinafter referred to as the mortgaged premises.
3. Kara Katherine Gendron, is the Trustee appointed by the Court.
4. Movant is the holder of a mortgage, original principal amount of \$40,000.00 on the mortgaged premises that was executed on May 08, 2006.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 7 Petition in Bankruptcy by the Debtor(s).
6. The Debtor(s) has/have failed to make the monthly mortgage payments in the amount of \$302.29 for the months of April 2019 through October 21, \$310.45 for November 2021, \$296.84 for December 2021, \$305.01 for January 2021, \$310.45 for the month of February 2022, and \$294.12 for the month of March 2022.
7. The total amount necessary to reinstate the loan contractually is \$10,887.86.
8. The total payoff on the mortgage is \$37,556.25.
9. According to the debtor's schedules, the property value is \$185,000.00.
10. According to the debtor's schedules, the property is also subject to a first mortgage in favor of Fay Servicing LLC in the amount of \$116,627.00.

11. According to the Statement of Intention filed by the Debtor, the subject property is being surrendered. A copy of the Statement of Intention is attached hereto as Exhibit "A."

12. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

13. The Movant is entitled to relief from stay for cause. Furthermore, there is no equity in the property and the Movant is not adequately protected.

14. This motion and the averments contained therein do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, the Movant prays that an Order be entered modifying the Stay and permitting the Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises.

Date: March 30, 2022  
/s/ Rebecca A. Solarz, Esq.

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